

# AGENDA ITEM

## US FOREST SERVICE COST/SHARE SUMMARY Supplement No. 19 Kootenai National Forest

June 18, 2007

### RIGHT-OF-WAY-APPLICATION FILE NO. 14289

***I.***     **Applicant:**

USDA-Forest Service  
Region 1  
Kootenai National Forest  
Libby MT 59923

***II.***     **Purpose of Reciprocal Cost-Share Agreement:**

State land is intermingled with private and US Forest Service lands administered by the Kootenai National Forest. In order for both the State of Montana and the US Forest Service to gain legal access, it is necessary to exchange easements as provided by the Master Cost/Share Agreement with the US Forest Service.

***III.***    **Legal Description:**

The State of Montana and the US Forest Service in the following described lands will exchange standard Cost/Share easements with Right-of-Way widths of 66 to 90 feet: Sections 16 and 21 Township 35 North, Range 26 West and Sections 25 and 36, Township 33 North, Range 26 West P.M.M.

***IV.***     **General Information:**

Tributary area, right of way area, and miles of road are summarized as follows:

	State Share	USFS Share	Total
<b>Tributary Area:</b>	975 Acres	1,523 Acres *	2,498 Acres
<b>Right of Way Area:</b>	10.8 Acres	1.02 Acres	11.82 Acres
<b>Miles of Road:</b>	1.35 Miles@66'	0.09 Miles @ 90'	1.44 Miles

**\*-USFS Share includes all non-State ownerships in the tributary area. The USFS has an exclusive ROW across private ownerships that is 90 feet in width. The USFS in accordance with the Master Agreement is assigning an interest in the 90' ROW to the State of Montana.**

**Land Office:** NWLO  
**Unit Office:** Stillwater  
**County:** Lincoln  
**Beneficiary:** Common Schools and Public Buildings  
**Lessee Agreement:** N/A  
**Land Classification:** Forest

**V. Costs to be Borne by Each Party:**

Excess costs, by land value and road costs, were determined by negotiation with the USFS Kootenai National Forest in accordance with the principals found in the Master Cost Share Agreement. The Summary of Shares and Excess Costs for Supplement 19 are summarized as follows:

	EXCESS COSTS	
	Gov't Owes State	State Owes Gov't
Land Value	\$ 10,967.00	\$ 15.00
Road Costs	\$ 21,230.00	\$ 301.00
Total Value/Costs	\$ 32,197.00	\$ 316.00
<b>Amount Owed*</b>	<b>\$ 31,881.00*</b>	<b>\$ 0.00</b>

**\*Upon approval by the Land Board and exchange of deeds, the USFS owes the State of Montana \$31,881.00, which will be applied to the Master Cost Share Balance Sheet.**

**VI. Results of MEPA Analysis:**

The Stillwater Unit Manager prepared and approved the Environmental Assessment (MEPA) for the proposed project. The USFS prepared and approved a Categorical Exclusion for the project. All roads involved in this project are existing and no comments were received by the Department regarding this Cost Share project.

**VII. Benefits to State:**

1. The easements obtained provide permanent access to State Trust Lands totaling 975 acres in Section 16 Township 35 North, Range 26 West, and Sections 25 and 36, Township 35 North, Range 26 West, P.M.M., Lincoln County, Montana.
2. The main US Forest Service Roads covered by this supplement are maintained as "open roads" which allows for motorized public access to both State and Federal land (Rock Lake Road #3683).
3. The completion of a Cost/Share project allows for the State to gain access controlled by the USFS across private ownerships. Further, the State is able to partially recover reconstruction costs as part of a timber sale thereby reducing the cost of easement acquisition.
4. This Cost Share Agreement is consistent with the Administrative Rules pertaining to transportation planning (A.R.M. 36.11.421), which involve planning and coordinating department needs with adjacent landowners.
5. This is the most cost effective method of obtaining permanent All Lawful Purposes Access due to the sharing of road construction and maintenance costs on an equitable basis with an adjacent landowner.
6. Permanent, all lawful purpose access increases current and future management options on State trust land for trust beneficiaries. While the State may choose not to realize these benefits in the short term, the long-term values and options are enhanced as a result of the ability to explore all future land uses and revenue options.

7. As land values in Lincoln County continue to escalate and properties are subdivided, the State of Montana's ability to secure access is expected to become more difficult (dealing with multiple owners) and cost prohibitive.

***VIII.* Recommendation/Action:**

After review of the documents, exhibits, and benefits to the State, the Director of the Department of Natural Resources and Conservation recommends approval of the Barnaby Jim Cost Share Supplement No. 19 with the US Forest Service.

# State of Montana

ROAD RIGHT-OF-WAY CONSTRUCTION AND USE  
AGREEMENT AREA

SUPPLEMENT NO. 19

BARNABY JIM

Forest Service, State of Montana Department  
of Natural Resources and Conservation

U.S.D.A. - Forest Service - Region One  
KOOTENAI NATIONAL FOREST

Fortine Ranger District  
Lincoln County, Montana  
Principal Meridian, Montana

## LEGEND

- ■ ■ ■ Supplement Boundary
- ..... Tributary Area Boundary
- 8** Tributary Area Number
- Rights-of-Way Granted
- 2823 Road Number
- (M) Road Segment Terminus
- NFSL National Forest System Lands
- STATE State of Montana
- SP Small Private

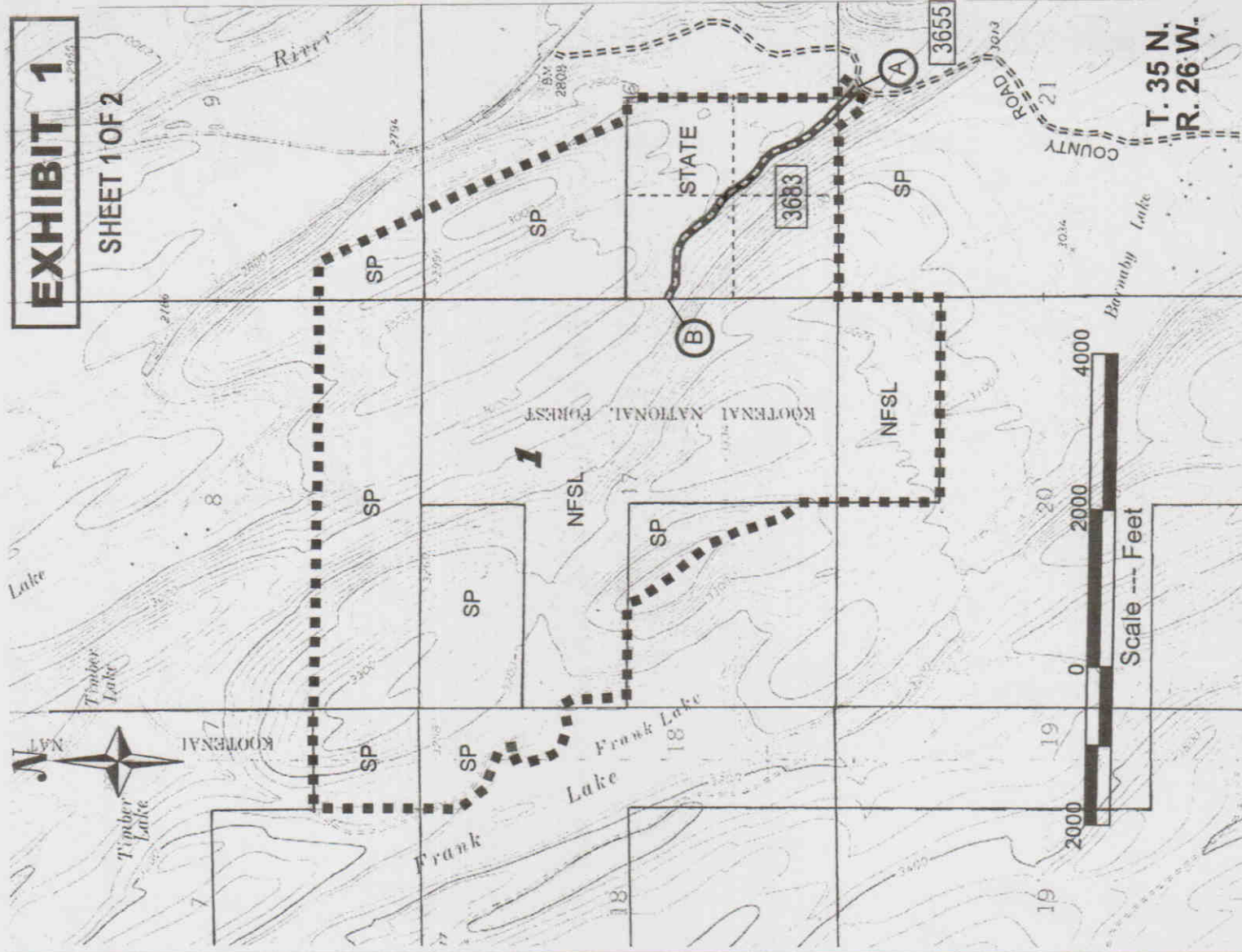
## (Barnaby Lake Sub-Unit)

Based on USGS Quads: Eureka South, Fortine

R/W Width: 33 ft each side of centerline (STATE)  
90 ft (Small Private)

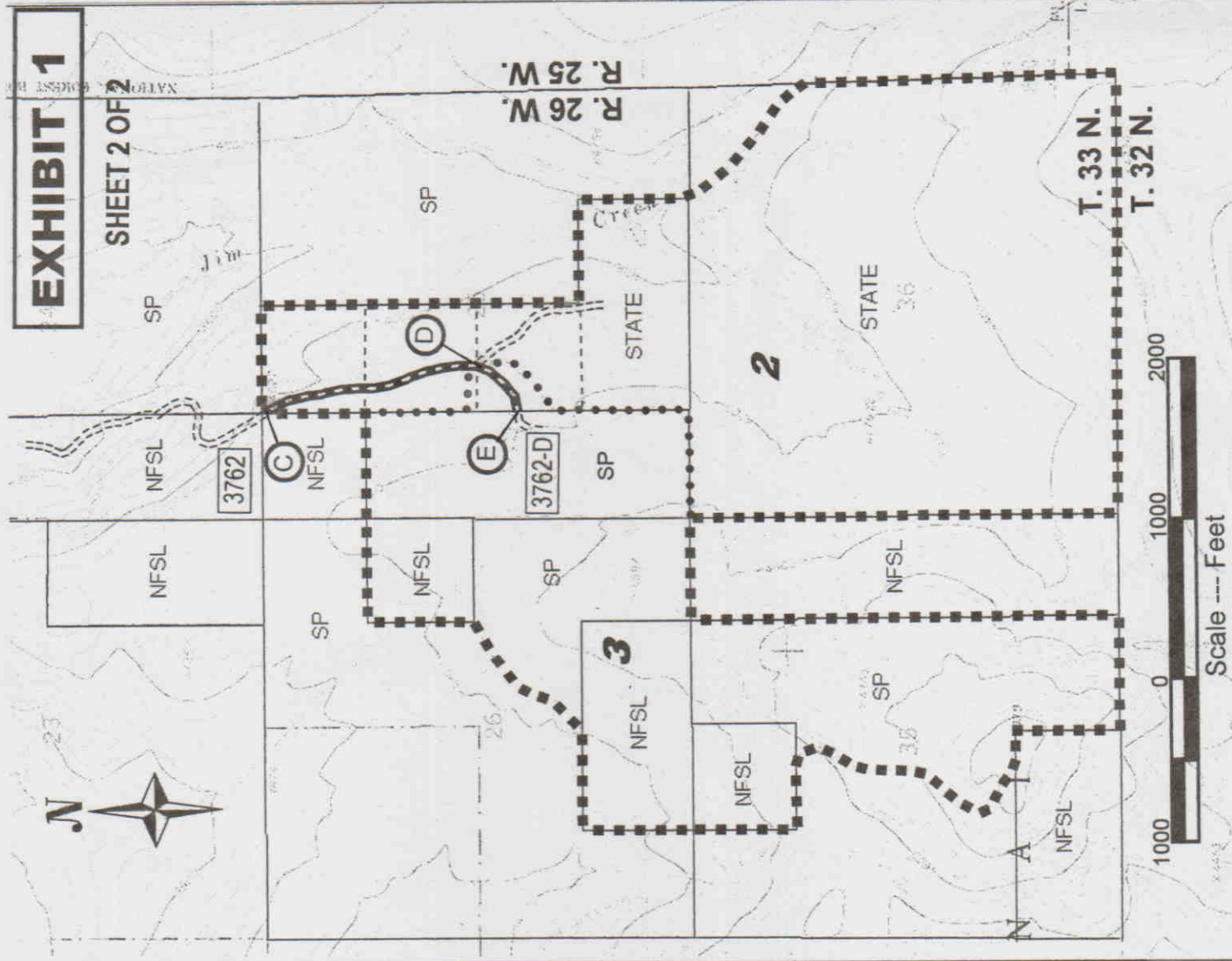
R/W Area: 5.36 acres (STATE)  
1.02 acres (Small Private)

Prepared by E. Hanson Date March 8, 2007  
Checked by N. Kuennen Date 3-12-, 2007  
Checked by Mark Peterson Date 4-30, 2007

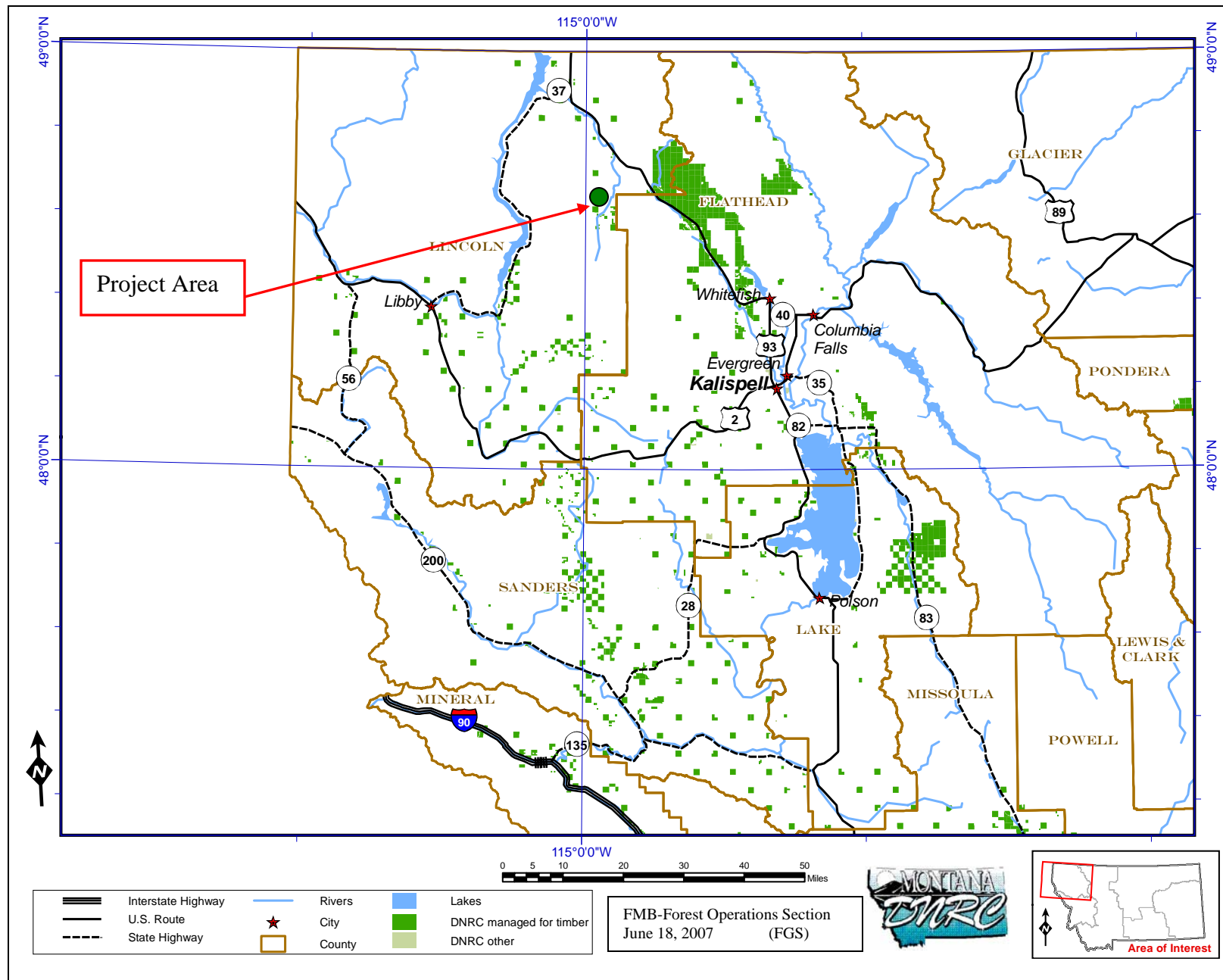




Prepared by	E. Hanson	Date	March 9, 2007
Checked by	N. Kuennen	Date	3-12, 2007
Checked by	Mark Peterson	Date	4-30, 2007



# BARNABY-JIM USFS COST-SHARE



## EXHIBIT B

From the Cooperator to the United States

### EASEMENT

THIS EASEMENT, dated this \_\_\_\_ day of \_\_\_\_\_, 20 , from the State of Montana, acting by and through the Department of Natural Resources and Conservation, hereinafter called "Grantor," to the United States of America, hereinafter called "Grantee,"

### WITNESSETH:

Grantor, for and in consideration of received by Grantor, does hereby grant to Grantee and its assigns, subject to existing easements and valid rights, a perpetual easement for a road along and across a strip of land, hereinafter defined as the "premises," (over and across the following described lands in the County of \_\_\_\_\_, State of \_\_\_\_\_ :) 1/ (Over and across the lands in the County of \_\_\_\_\_, State of \_\_\_\_\_, as described on Exhibit A attached hereto).1/

The word "premises" when used herein means said strip of land, whether or not there is an existing road located thereon. Except where it is defined more specifically, the word "road" shall mean roads now existing or hereafter constructed on the premises or any segment of such roads.

(The location of said premises is shown 1/ (approximately)1/ on Exhibit attached hereto.) 1/

(Said premises are more specifically described by a centerline description contained in Exhibit \_\_\_\_ attached hereto.)1/

1/Strike out if not applicable.

Said premises shall be \_\_\_\_\_ on each side of the centerline with such additional width as required for accommodation and protection of cuts and fills. If the road is located substantially as described herein, the centerline of said road as constructed is hereby deemed accepted by Grantor and Grantee as the true centerline of the premises granted. If any subsequent survey of the road shows that any portion of the road, although located substantially as described, crosses lands of the Grantor not described herein, the easement shall be amended to include the additional lands traversed; if any lands described herein are not traversed by the road as constructed, the easement traversing the same shall be terminated in the manner hereinafter provided.

The acquiring Agency is the Forest Service, Department of Agriculture.

This grant is made subject to the following terms, provisions, and conditions applicable to Grantee, its permittees, contractors, and assigns:

A. Except as hereinafter limited, Grantee shall have the right to use the road on the premises without cost for all purposes deemed necessary or desirable by Grantee in connection with the protection, administration, management, and utilization of Grantee's lands or resources, now or hereafter owned or controlled, subject to such traffic-control regulations and rules as Grantee may reasonably impose upon or require of other users of the road. Grantee shall have the right to construct, reconstruct, and maintain roads within the premises.

Grantee alone may extend rights and privileges for use of the premises to other Government Departments and Agencies, States, and local subdivisions thereof, and to other users including members of the public except users of lands or resources owned or controlled by Grantor or its successors: Provided, That such additional use also shall be controlled by Grantee so it will not unreasonably interfere with use of the road by Grantor or cause the Grantor to bear a share of the cost of maintenance greater than Grantor's use bears to all use of the road.

C. Grantee shall comply with all applicable State laws, Executive orders, and State rules and regulations, except that no present or future administrative rules or regulations shall reduce the rights herein expressly granted.

D. Grantee shall have the right to cut timber upon the premises to the extent necessary for constructing, reconstructing, and maintaining the road. Timber so cut shall, unless otherwise agreed to, be cut into logs of lengths specified by the timber owner and and decked along the road for disposal by the owner of such timber.

E. Grantor shall have the right to charge and to enforce collections from purchasers of timber or other materials when removed from Grantee's lands over the road at such rate per unit of material hauled, or at such higher rate as may be approved by the Regional Forester, as set forth in \_\_\_\_\_ Road Right-of-Way Construction and Use Agreement dated \_\_\_\_\_, until such time as the amounts paid by such means or by credits received from Grantee shall total the amount set forth in said agreement. Timber or other materials hauled by Grantor from lands of the Grantee shall be regarded as though hauled by someone else.

F. Grantee shall have the right to charge and to enforce collections from purchasers of timber or other materials when removed from Grantor's lands over the road at such rate per unit of material hauled, or at such higher rate as may be approved by the Grantor, as set forth in \_\_\_\_\_ Road Right-of-Way Construction and Use Agreement dated \_\_\_\_\_, until such time as the amounts paid by such means or by credits received from Grantor shall total the amount set forth in said agreement. Timber or other materials hauled by Grantee from lands of the Grantor shall be regarded as though hauled by someone else.



F. The costs of road maintenance shall be allocated on the basis of respective uses of the road.

During the periods when either party uses the road or Grantee permits use of the road by others for hauling of timber or other materials, the party so using or permitting such use will perform or cause to be performed, or contribute or cause to be contributed that share of maintenance occasioned by such use of the road.

On any road maintained by Grantor, Grantor shall have the right to charge purchasers of National Forest timber and other commercial haulers, or to recover from available deposits held by Grantee for such purchasers or haulers, reasonable maintenance charges based on the ratio that said hauling bears to the total hauling on such road. Grantee shall prohibit noncommercial use unless provision is made by Grantee or by the noncommercial users to bear proportionate maintenance costs.

On any road maintained by Grantee, Grantee shall have the right to charge purchasers of State timber and other commercial haulers, or to recover from available deposits held by the Grantor for such purchasers or haulers, reasonable maintenance charges based on the ratio that said hauling bears to the total hauling on such road.

G. The Grantee shall maintain the right-of-way clearing by means of chemicals only after the Grantor has given specific written approval. Application for such approval must be in writing and must specify the time, method, chemicals, and the exact portion of the right-of-way to be chemically treated.

H. The rights herein conveyed do not include the right to use the road for access to developments used for short or long-term residential purposes, unless and until traffic control regulations, rules, and other provisions to accommodate such use of the road are agreed upon by the Grantor and Grantee.

I. The Grantee shall indemnify and hold harmless the State of Montana and its representatives against and from any and all demands, claims, or liabilities of every nature whatsoever, arising directly or indirectly from or in any way connected with the use authorized under this easement, provided, however, indemnification by the Grantee under this provision is subject to the provisions of the Federal Tort Claims Act, 28 U.S.C. sections 2671 to and including 2680.

J. It is understood and agreed that the Grantee shall take measures to control noxious weeds within the boundary in accordance with, Montana Code. The Grantee shall cooperate with any state or other agency authorized to undertake programs for control or eradication of noxious weeds.

This easement is granted subject to the following reservations by Grantor, for itself, its permittees, contractors, assigns, and successors in interest:

1. The right to use the road for all purposes deemed necessary or desirable by Grantor in connection with the protection, administration, management, and utilization of Grantor's lands or resources, now or hereafter owned or controlled, subject to the limitations herein contained, and subject to such traffic-control regulations and rules as Grantee may reasonably impose upon or require of other users of the road without reducing the rights hereby reserved: Provided, however, That any timber or other materials hauled by the Grantor from lands now owned by third parties in the agreement area as shown on exhibit \_\_\_\_\_ attached hereto shall be treated as though hauled by someone else and: Provided further, That the right to use the road for the purpose of operating and moving specialized logging vehicles and other equipment shall not be restricted, except as follows:

2. The right to cross and recross the premises and road at any place by any reasonable means and for any purpose in such manner as will not interfere unreasonably with use of the road.

3. The right to all timber now or hereafter growing on the premises, subject to Grantee's right to cut such timber as hereinbefore provided.

4. The right to require any user of the road for commercial or heavy hauling purposes to post security guaranteeing performance of such user's obligations with respect to maintenance of the road and with respect to payment of any charges hereinbefore stated as payable to Grantor for use of the road: Provided, the amount of such security shall be limited to the amount reasonably necessary to secure such payment, as approved by the Chief, Montana Department of Lands.

5. The right to require any user of the road for commercial hauling to procure, to maintain, and to furnish satisfactory evidence of liability insurance in a form generally acceptable in the trade and customary in this area, insuring said party against liability arising out of its operation on the premises. The amount of insurance that may be required shall be established by the Grantee based on the amount customarily carried by commercial haulers in this area: Provided, it is customary in the industry in this locality to require liability insurance at the time commercial users are allowed to use the road.

(Provided, That so long as the \_\_\_\_\_ Road Right-of-Way Construction and Use Agreement dated \_\_\_\_\_ remains in full force and effect, the terms and conditions thereof shall govern all aspects of use of the premises, including, but not limited to, (1/construction), reconstruction, and maintenance of the road and the allocation and payment of costs thereof.)1/

If for a period of five (5) years the Grantee shall cease to use, or preserve for prospective future use, the road, or any segment thereof, for the purposes granted, or if at any time the Regional Forester determines that the road, or any segment thereof, is no longer needed for the purpose granted, the easement traversed thereby shall terminate. In the event of such nonuse or of such determination by the Regional Forester, the Regional Forester shall furnish to the Grantor, its successors, or assigns a statement in recordable form evidencing termination.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed by its duly authorized officers and its corporate seal to be hereunto affixed on the day and year first above-written.

By  
Title

Attest:  
By  
Title

APPROPRIATE ACKNOWLEDGMENT

## EXHIBIT C

Authorization ID \_\_\_\_\_  
Contact ID \_\_\_\_\_

FS-2700-9d (9/96)  
OMB No. 0596-0082

**U. S. DEPARTMENT OF AGRICULTURE  
Forest Service  
COST SHARE EASEMENT  
National Forest Roads and Trails  
Act, October 13, 1964, (P. L. 88-657)  
36 CFR 251.50, et seq**

THIS EASEMENT, dated this \_\_\_\_ day of \_\_\_\_\_ (Month/Year), from the United States of America, acting by and through the Forest Service, Department of Agriculture, hereinafter called Grantor, to State of Montana, acting by and through the Department of Natural Resources and Conservation, hereinafter called Grantee.

**WITNESSETH:**

WHEREAS, Grantee has applied for a grant of an easement under the Act of October 13, 1964 (78 Stat. 1089; 16 U.S.C. 532-538), for a road over certain lands or assignable easements owned by the United States in the County of \_\_\_\_\_ (Name), State of \_\_\_\_\_ (Name), and administered by the Forest Service, Department of Agriculture.

NOW THEREFORE, Grantor, for and in consideration of \_\_\_\_\_ received by Grantor, does hereby grant to Grantee, its successors and assigns, and to successors in interest to any lands now owned or hereafter acquired by Grantee (hereinafter collectively referred to as Grantee), subject to existing easements and valid rights, a perpetual easement for a road along and across a strip of land, hereinafter defined as the premises, (over and across the following described lands in the County of <Name>, State of <Name>:) (over and across the lands in the County of <Name>, State of <Name> as described on exhibit A attached hereto). <sup>1/</sup>

The word "premises" when used herein means said strip of land whether or not there is an existing road located thereon. Except where it is defined more specifically, the word "road" shall mean roads now existing or hereafter constructed on the premises or any segment of such roads.

**USER NOTE: SELECT THE APPROPRIATE WORDING.**

**Delete instructions and non-applicable location description prior to printing.**

The location of said premises is shown (approximately) on exhibit \_\_\_\_\_ attached hereto.

**OR**

Said premises are described more specifically by a centerline description contained in exhibit \_\_\_\_\_ attached hereto.

Said premises shall be <Describe> on each side of the centerline with such additional width as required for accommodation and protection of cuts and fills. If the road is located substantially as described herein, the centerline of said road as constructed is hereby deemed accepted by Grantor and Grantee as the true centerline of the premises granted. If any subsequent survey of the road shows that any portion of the road, although located substantially as described, crosses lands of the Grantor not described herein, the easement shall be amended to include the additional lands traversed; if any land described herein is not traversed by the road as constructed, the easement traversing the same shall be terminated in the manner hereinafter provided.

This grant is made subject to the following terms, provisions, and conditions applicable to Grantee, its permittees, contractors, assignees, and successors in interest:

- A. Except as hereinafter limited, Grantee shall have the right to use the road on the premises without cost for all purposes deemed necessary or desirable by Grantee in connection with the protection, administration, management, and utilization of Grantee's lands or resources, now or hereafter owned or controlled, subject to such traffic-control regulations and rules as Grantor reasonably may impose upon or require of other users of the road without reducing the rights herein granted:

Provided, however, That any timber or other materials hauled by the Grantee from lands now owned by third parties in the agreement area as shown on exhibit \_\_, attached hereto, shall be treated as though hauled by someone else. Grantee shall have the right to construct, reconstruct, and maintain roads within the premises.

Grantee's right to use the road shall include, but shall not be limited to, use for the purpose of operating and moving specialized logging vehicles and other equipment subject to the following limitations:

Subject to compliance with legal dimensions and weights of motor vehicles imposed by State law on comparable public roads and highways: Provided, That gross weights of equipment or vehicles shall not exceed the capacity of bridges and other structures, and Provided further, That cleated equipment shall not be used on paved roads.

- B. Grantee shall comply with all applicable State and Federal laws, Executive orders, and Federal rules and regulations, except that no present or future administrative rules or regulations shall reduce the rights herein expressly granted.
- C. Grantee shall have the right to charge and to enforce collections from purchasers of timber or other materials when removed from Grantor's lands over the road at such rate per unit of material hauled, or at such higher rate as may be approved by the Regional Forester, as set forth in \_\_\_\_\_ (name/title) Road Right-of-Way Construction and Use Agreement dated \_\_\_\_\_ (Insert Date), until such time as the amounts paid by such means or by credits received from Grantor shall total the amount set forth in said agreement. Timber or other materials hauled by Grantee from lands of the Grantor shall be regarded as though hauled by someone else.
- D. Grantee shall have the right to cut timber upon the premises to the extent necessary for constructing, reconstructing, and maintaining the road. Timber so cut shall, unless otherwise agreed to, be cut into logs of lengths specified by the timber owner and decked along the road for disposal by the owner of such timber.
- E. The costs of road maintenance shall be allocated on the basis of respective uses of the road.

During the periods when either party uses the road or Grantor permits use of the road by others for hauling of timber or other materials, the party so using or permitting such use shall perform or cause to be performed, or contribute or cause to be contributed that share of maintenance occasioned by such use of the road.

On any road maintained by Grantee, Grantee shall have the right to charge purchasers of National Forest timber and other commercial haulers, or to recover from available deposits held by the Grantor for such purchasers or haulers, reasonable maintenance charges based on the ratio that said hauling bears to the total hauling on such road. Grantor shall prohibit noncommercial use unless provision is made by Grantor or by the noncommercial users to bear proportionate maintenance costs.

- F. Grantee shall have the right to require any user of the road for commercial or heavy hauling purposes to post security guaranteeing performance of such user's obligations with respect to maintenance of the road and with respect to payments of any charges hereinabove stated as payable to Grantee for use of the road: Provided, That the amount of such security shall be limited to the amount reasonably necessary to secure such payment as approved by the Regional Forester.
- G. If it is customary in the industry in this locality to require liability insurance at the time commercial users are allowed to use the road, the Grantee shall have the right to require any user of the road for commercial hauling to procure, to maintain, and to furnish satisfactory evidence of liability insurance in a form generally acceptable in the trade and customary in this area, insuring said party against liability arising out of its operation on the premises. The amount of the insurance that may be required shall be established by the Grantor based on the amount customarily carried by commercial haulers in this area.

- H. The Grantee shall maintain the right-of-way clearing by means of chemicals only after the Forest Supervisor has given specific written approval. Application for such approval must be in writing and must specify the time, method, chemicals, and the exact portion of the right-of-way to be chemically treated.
- I. The rights herein conveyed do not include the right to use the road for access to developments used for short or long-term residential purposes, unless and until traffic control regulations, rules, and other provisions to accommodate such use of the road are agreed upon by the Grantor and Grantee.

This easement is granted subject to the following reservations by Grantor, for itself, its permittees, contractors, and assignees:

1. The right to use the road for all purposes deemed necessary or desirable by Grantor in connection with the protection, administration, management, and utilization of Grantor's lands or resources, now or hereafter owned or controlled, subject to the limitations herein contained, and subject to such traffic-control regulations and rules as Grantor may reasonably impose upon or require of other users of the road without reducing the rights herein granted to Grantee: Provided, That all use by the public for purposes of access to or from Grantor's lands shall be controlled by Grantor so as not unreasonably to interfere with use of the road by Grantee or to cause the Grantee to bear a share of the cost of maintenance greater than Grantee's use bears to all use of the road.
2. The right alone to extend rights and privileges for use of the premises to other Government departments and agencies, States, and local subdivisions thereof, and to other users including members of the public except users of lands or resources owned or controlled by Grantee or its successors: Provided,  
  
That such additional use also shall be controlled by Grantor so as not unreasonably to interfere with use of the road by Grantee or to cause Grantee to bear a share of the cost of maintenance greater than Grantee's use bears to all use of the road.
3. The right to cross and recross the premises and road at any place by any reasonable means and for any purpose in such manner as will not interfere unreasonably with use of the road.
4. The right to all timber now or hereafter growing on the premises, subject to Grantee's right to cut such timber as hereinbefore provided.
5. Grantor shall have the right to charge and to enforce collections from purchasers of timber or other materials when removed from Grantee's lands over the road at such rate per unit of material hauled, or at such higher rate as may be approved by the Grantee, as set forth in \_\_\_\_\_ (name/title) Road Right-of-Way Construction and Use Agreement dated \_\_\_\_\_ (Insert Date), until such time as the amounts paid by such means or by credits received from Grantee shall total the amount set forth in said agreement. Timber or other materials hauled by Grantor from lands of the Grantee shall be regarded as though hauled by someone else.

Provided that so long as the <Name/Title> Road Right-of-Way Construction and Use Agreement dated <Insert Date> remains in full force and effect, the terms and conditions thereof shall govern all aspects of use of the premises, including, but not limited to (construction), reconstruction, and maintenance of the road and the allocation and payment of costs thereof.

The Chief, Forest Service, may terminate this easement, or any segment thereof, (1) by consent of the Grantee, (2) by condemnation, or (3) after a five-(5) year period of nonuse, by a determination to cancel after notification and opportunity for hearing as prescribed by law; Provided: That the easement, or segment thereof, shall not be terminated for nonuse as long as the road, or segment thereof, is being preserved for prospective future use.



IN WITNESS WHEREOF, the Grantor, by its <Title>, Forest Service, has executed this easement pursuant to the delegation of authority to the Chief, Forest Service, 7 CFR 2.60, and the delegation of authority by the Chief, Forest Service, dated August 22, 1984 (49 F.R. 34283), on the day and year first above written.

UNITED STATES OF AMERICA

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<Title>  
Forest Service  
Department of Agriculture

(APPROPRIATE ACKNOWLEDGMENT)

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1/ Omit the word(s) in parentheses if not applicable.

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0082.

This information is needed by the Forest Service to evaluate requests to use National Forest System lands and manage those lands to protect natural resources, administer the use, and ensure public health and safety. This information is required to obtain or retain a benefit. The authority for that requirement is provided by the Organic Act of 1897 and the Federal Land Policy and Management Act of 1976, which authorize the Secretary of Agriculture to promulgate rules and regulations for authorizing and managing National Forest System lands. These statutes, along with the Term Permit Act, National Forest Ski Area Permit Act, Granger-Thye Act, Mineral Leasing Act, Alaska Term Permit Act, Act of September 3, 1954, Wilderness Act, National Forest Roads and Trails Act, Act of November 16, 1973, Archeological Resources Protection Act, and Alaska National Interest Lands Conservation Act, authorize the Secretary of Agriculture to issue authorizations for the use and occupancy of National Forest System lands. The Secretary of Agriculture's regulations at 36 CFR Part 251, Subpart B, establish procedures for issuing those authorizations.

The Privacy Act of 1974 (5 U.S.C. 552a) and the Freedom of Information Act (5 U.S.C. 552) govern the confidentiality to be provided for information received by the Forest Service.

Public reporting burden for this collection of information, if requested, is estimated to average 1 hour per response for annual financial information; average 1 hour per response to prepare or update operation and/or maintenance plan; average 1 hour per response for inspection reports; and an average of 1 hour for each request that may include such things as reports, logs, facility and user information, sublease information, and other similar miscellaneous information requests. This includes the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.